

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

GEORGE GALLEGOS,

Plaintiff,

v.

Case No. 15-CV-00638 RB/KK

THE CITY OF ESPANOLA,

Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT made and entered into by and between George Gallegos (hereinafter referred to as "Plaintiff") and City of Espanola (hereinafter referred to as "Defendant") on this 11th day of May 2016.

1. Plaintiff and Defendant desire to settle and discharge all claims asserted, and that could have been asserted, in the above captioned lawsuit.
2. In consideration of Plaintiff releasing all claims against Defendant, Defendant agrees to pay a total amount of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) to Plaintiff and his attorney within thirty days. In return, Plaintiff his agents, attorneys, heirs, successors, assigns, personal representatives, and any persons or parties subrogated to their rights and any persons or parties having any rights of representation through them hereby agree to unconditionally release and discharge Defendant and its employees, officials, agents, insures, successors and assigns from any and all claims including but not limited to punitive or exemplary damages, for interest, costs, and attorney's fees; for lost wages, for claims of any type which could have been made under state or federal statute; for any claims which could be made pursuant to any theory of the common law; and for any other claims of whatsoever that Plaintiff

has or could have had, resulting from, arising out of, or in any way related to the above captioned lawsuit.

3. In further consideration and inducement for this compromise settlement, Plaintiff agrees to indemnify, defend and hold Defendant harmless from any and all past, present and future claims, liens, demands, causes of action, in law or in equity, whether known or unknown, which may hereafter be made or brought by Plaintiff or any other person or entity, claiming damages, reimbursement, subrogation, indemnity, or contribution which might be filed or claimed as a result of, or in any way arising out directly or indirectly from the events that form the basis for the above captioned lawsuit. It is the intent of Plaintiff that this indemnity agreement shall include indemnification to Defendant for any and all judgments, awards, settlements, costs, attorney's fees or expenses, of whatever nature, it being the intent of Plaintiff to completely and fully terminate any exposure or liability on behalf of Defendant.

4. All sums set forth in Paragraph 2 of this Agreement constitute damages on account of personal injuries, arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The sums designated in Paragraph 2 above includes, but is not limited to, payment for all alleged injuries, damages, physical injury, emotional distress compensation and payment of for all past and future medical care and pain and suffering and all other costs, and other expenses and attorney's fees of every kind and nature related to or arising from the incidents and events more particularly described in Paragraph 2 above, and which sum is hereby paid on behalf of Defendant in exchange for which Plaintiff fully release and discharge Defendant as set for in Paragraph 2 of this Settlement Agreement.

5. This Settlement Agreement is not to, and shall not, be construed to be an admission of fault or wrongdoing on the part of Defendant, but rather is in compromise of disputed claims.

6. Plaintiff acknowledges that Defendant and its attorneys have made no promises or representations other than those recited in this Settlement Agreement to induce Plaintiff into entering into this Settlement Agreement.

7. This Settlement Agreement contains the entire agreement between the parties herein and their agents and representatives and it is agreed that the terms of this Agreement are contractual and not a mere recital.

8. Plaintiff shall be responsible for resolving any set aside or reimbursement issues with the federal government.

9. This Settlement Agreement shall become effective upon execution of the parties herein.

IN WITNESS WHEREOF the parties have executed this Settlement Agreement as of the date first written above.

Defendant:

State of New Mexico)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016.

Notary Public

My commission expires: _____

Plaintiff:

Audrey

State of New Mexico)
) ss.
County of S.F.)

The foregoing instrument was acknowledged before me this 17 day of May, 2016.

Sandra Ritz
Notary Public

My commission expires: 5/29/2016